

<i>SERFF Tracking Number:</i>	<i>LHLI-126743668</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sterling Investors Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46714</i>
<i>Company Tracking Number:</i>	<i>WLSIL10-AR ET AL RS</i>		
<i>TOI:</i>	<i>L07I Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07I.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Individual Whole Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Individual Whole Life Insurance/</i>		

Filing at a Glance

Company: Sterling Investors Life Insurance Company

Product Name: Individual Whole Life Insurance SERFF Tr Num: LHLI-126743668 State: Arkansas

TOI: L07I Individual Life - Whole SERFF Status: Closed-Approved-Closed State Tr Num: 46714

Sub-TOI: L07I.101 Fixed/Indeterminate Co Tr Num: WLSIL10-AR ET AL State Status: Approved-Closed
Premium - Single Life RS

Filing Type: Form Reviewer(s): Linda Bird

Authors: Shirley Grossman, Cathy Patterson, Wanda McNeece, Sally Roudebush, Rodney Hartwig, Robin Sellars

Date Submitted: 09/03/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Individual Whole Life Insurance

Project Number:

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Georgia is the state of domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 09/13/2010

Explanation for Other Group Market Type:

State Status Changed: 09/13/2010

Deemer Date:

Created By: Robin Sellars

Submitted By: Robin Sellars

Corresponding Filing Tracking Number:

Filing Description:

July 28, 2010

SERFF Tracking Number: LHLI-126743668 State: Arkansas
Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714
Company Tracking Number: WLSIL10-AR ET AL RS
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Individual Whole Life Insurance

Project Name/Number: Individual Whole Life Insurance/

Re: Sterling Investors Life Insurance Company, NAIC #89194

Form: WLSIL10-AR – Individual Life Insurance Policy

GDBSIL10-AR – Individual Graded Death Benefit Life Insurance Policy

UWAPPSIL10-AR – Life Insurance Application

ADBRASIL10 – Accidental Death Benefit Insurance Rider

ADACTSIL10-AR - Accidental Death Benefit Activation Form

Consent to Submit Rates

Actuarial Memorandum

Letter of Authorization

Certificate of FLESCH

\$125.00 Filing Fees

Dear Sir or Madam:

We are submitting the above noted forms for your review and approval. Lincoln Heritage Life Insurance Company has been authorized to file the above captioned filing on behalf of Sterling Investors Life Insurance Company. Enclosed is a copy of the authorization letter and the actuarial memorandum. These products will be marketed through direct response mailings to individuals who are residing in the state of Arkansas. These policies will have separate rates for males and females.

These forms will not be marketed with an illustration. These are new forms and do not replace any previously filed or approved forms.

Form WLSIL10-AR is a life insurance policy that is paid up at age 95.

Form GDBSIL10-AR is a graded death benefit life insurance policy that is paid up at age 95. This form will be issued to those applicants that do not qualify for standard coverage.

Form UWAPPSIL10-AR is the application that will be completed by individuals applying for standard coverage. This form will initially be used with form WLSIL10-AR.

ADBRASIL10 is the accidental death benefit rider that will offer additional coverage at the option of the applicant.

Form ADACTSIL10-AR is the application form that will be used to provide accidental death coverage after the initial sale

<i>SERFF Tracking Number:</i>	<i>LHLI-126743668</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sterling Investors Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46714</i>
<i>Company Tracking Number:</i>	<i>WLSIL10-AR ET AL RS</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Individual Whole Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Individual Whole Life Insurance/</i>		

of the life policy.

To the best of my knowledge, information and belief, these forms are in compliance with the provisions of the insurance laws, rules and regulations of your state, and do not contain any controversial, unusual or previously disapproved provisions.

If you have any questions or require any further information please contact me at 800-433-8181 or email me at robin.sellars@londen-insurance.com.

Sincerely,

Robin Sellars
Compliance Associate
Lincoln Heritage Life Insurance Company

Company and Contact

Filing Contact Information

Robin Sellars, compliance associate	robin.sellars@londen-insurance.com
4343 E Camelback Road	800-433-8181 [Phone]
Suite 400	602-808-8845 [FAX]
Phoenix, AZ 85018	

Filing Company Information

Sterling Investors Life Insurance Company	CoCode: 89184	State of Domicile: Georgia
210 E Second Avenue, Suite 105	Group Code:	Company Type: Life
Rome, GA 30161	Group Name:	State ID Number:
(706) 235-8154 ext. [Phone]	FEIN Number: 59-1838073	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$125.00
Retaliatory?	Yes
Fee Explanation:	5 forms x \$25.00 per form = \$125.00 total fee.

SERFF Tracking Number: *LHLI-126743668* *State:* *Arkansas*
Filing Company: *Sterling Investors Life Insurance Company* *State Tracking Number:* *46714*
Company Tracking Number: *WLSIL10-AR ET AL RS*
TOI: *L071 Individual Life - Whole* *Sub-TOI:* *L071.101 Fixed/Indeterminate Premium - Single Life*

Product Name: *Individual Whole Life Insurance*
Project Name/Number: *Individual Whole Life Insurance/*
Per Company: **No**

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sterling Investors Life Insurance Company	\$125.00	09/03/2010	39232569
Sterling Investors Life Insurance Company	\$125.00	09/08/2010	39323296

SERFF Tracking Number:	LHLI-126743668	State:	Arkansas
Filing Company:	Sterling Investors Life Insurance Company	State Tracking Number:	46714
Company Tracking Number:	WLSIL10-AR ET AL RS		
TOI:	L071 Individual Life - Whole	Sub-TOI:	L071.101 Fixed/Indeterminate Premium - Single Life
Product Name:	Individual Whole Life Insurance		
Project Name/Number:	Individual Whole Life Insurance/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/13/2010	09/13/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/09/2010	09/09/2010	Robin Sellars	09/09/2010	09/09/2010
Pending Industry Response	Linda Bird	09/07/2010	09/07/2010	Robin Sellars	09/08/2010	09/08/2010

<i>SERFF Tracking Number:</i>	<i>LHLI-126743668</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sterling Investors Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46714</i>
<i>Company Tracking Number:</i>	<i>WLSIL10-AR ET AL RS</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Individual Whole Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Individual Whole Life Insurance/</i>		

Disposition

Disposition Date: 09/13/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LHLI-126743668 State: Arkansas

Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714

Company Tracking Number: WLSIL10-AR ET AL RS

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Individual Whole Life Insurance

Project Name/Number: Individual Whole Life Insurance/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	ARKANSAS CONSENT TO SUBMIT RATES		Yes
Supporting Document	Authorization for filing		Yes
Form (revised)	Individual Life Insurance Policy		Yes
Form	Individual Life Insurance Policy	Replaced	Yes
Form (revised)	Individual Graded Death Benefit Life Insurance Policy		Yes
Form	Individual Graded Death Benefit Life Insurance Policy	Replaced	Yes
Form	Individual Graded Death Benefit Life Insurance Policy	Replaced	Yes
Form	Life Insurance Application		Yes
Form	Accidental Death Benefit Insurnace Rider		Yes
Form	Accidental Death Benefit Activation Form		Yes

SERFF Tracking Number: LHLI-126743668 State: Arkansas
Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714
Company Tracking Number: WLSIL10-AR ET AL RS
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Whole Life Insurance
Project Name/Number: Individual Whole Life Insurance/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/09/2010
Submitted Date 09/09/2010
Respond By Date 10/11/2010

Dear Robin Sellars,

This will acknowledge receipt of the captioned filing.

Objection 1

- Individual Graded Death Benefit Life Insurance Policy, GDBSIL10-AR (Form)

Comment: The Policy Schedule Table of Death Benefits and Policy Values does not match the GDB Actuarial Memorandum.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

SERFF Tracking Number: LHLI-126743668 State: Arkansas

Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714

Company Tracking Number: WLSIL10-AR ET AL RS

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Individual Whole Life Insurance

Project Name/Number: Individual Whole Life Insurance/

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/09/2010

Submitted Date 09/09/2010

Dear Linda Bird,

Comments:

We have received your objection and are responding with the following information.

Response 1

Comments: We mistakenly uploaded the wrong schedule page with the GDBSIL10-AR form. The correct schedule page is on the form uploaded now.

Related Objection 1

Applies To:

- Individual Graded Death Benefit Life Insurance Policy, GDBSIL10-AR (Form)

Comment:

The Policy Schedule Table of Death Benefits and Policy Values does not match the GDB Actuarial Memorandum.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Individual Graded Death Benefit Life Insurance Policy	GDBSIL10-AR		Policy/Contract/Fraternal Certificate	Initial		51.500	GDBSIL10-AR.pdf
Previous Version							
Individual Graded Death Benefit Life Insurance Policy	GDBSIL10-AR		Policy/Contract/Fraternal Certificate	Initial		51.500	GDBSIL10-AR.pdf

<i>SERFF Tracking Number:</i>	<i>LHLI-126743668</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sterling Investors Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46714</i>
<i>Company Tracking Number:</i>	<i>WLSIL10-AR ET AL RS</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Individual Whole Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Individual Whole Life Insurance/</i>		
<i>Individual Graded</i>	<i>GDBSIL10</i>	<i>Policy/Contract/Fraternal Initial</i>	<i>51.900 GDBSIL10</i>
<i>Death Benefit Life</i>	<i>-AR</i>	<i>Certificate</i>	<i>-AR.pdf</i>
<i>Insurance Policy</i>			

No Rate/Rule Schedule items changed.

Thank you for your review of this filing. If you have any questions or need further information please feel free to contact us.

Robin Sellars
Compliance Associate
Lincoln Heritage Life Insurance
800-433-8181

Sincerely,
Cathy Patterson, Robin Sellars, Rodney Hartwig, Sally Roudebush, Shirley Grossman, Wanda McNeece

SERFF Tracking Number: LHLI-126743668 State: Arkansas
Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714
Company Tracking Number: WLSIL10-AR ET AL RS
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Whole Life Insurance
Project Name/Number: Individual Whole Life Insurance/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/07/2010
Submitted Date 09/07/2010
Respond By Date 10/07/2010

Dear Robin Sellars,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$125.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: LHLI-126743668 State: Arkansas

Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714

Company Tracking Number: WLSIL10-AR ET AL RS

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Individual Whole Life Insurance

Project Name/Number: Individual Whole Life Insurance/

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/08/2010

Submitted Date 09/08/2010

Dear Linda Bird,

Comments:

Thank you for your review of this filing. We have discovered that there was an error on the original forms. We have replaced those forms with the corrected versions.

Response 1

Comments: We have also submitted the additional filing fees of \$125.00.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$125.00 is received.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Individual Life Insurance Policy	WLSIL10-AR		Policy/Contract/Fraternal Certificate	Initial		51.500	WLSIL10-AR.pdf
Previous Version							
Individual Life Insurance Policy	WLSIL10-AR		Policy/Contract/Fraternal Certificate	Initial		52.100	WLSIL10-AR.pdf
Individual Graded Death Benefit Life Insurance Policy	GDBSIL10-AR		Policy/Contract/Fraternal Certificate	Initial		51.500	GDBSIL10-AR.pdf

SERFF Tracking Number: LHLI-126743668 *State:* Arkansas
Filing Company: Sterling Investors Life Insurance Company *State Tracking Number:* 46714
Company Tracking Number: WLSIL10-AR ET AL RS
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Whole Life Insurance
Project Name/Number: Individual Whole Life Insurance/

Previous Version

<i>Individual Graded</i>	GDBSIL10	<i>Policy/Contract/Fraternal Initial</i>	51.900	GDBSIL10
<i>Death Benefit Life</i>	-AR	<i>Certificate</i>		-AR.pdf
<i>Insurance Policy</i>				

No Rate/Rule Schedule items changed.

If you have any questions or need further information please feel free to contact us.

Robin Sellars
 Compliance Associate
 Lincoln Heritage Life Insurance
 800-433-8181

Sincerely,
 Cathy Patterson, Robin Sellars, Rodney Hartwig, Sally Roudebush, Shirley Grossman, Wanda McNeece

SERFF Tracking Number: LHLI-126743668 State: Arkansas

Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714

Company Tracking Number: WLSIL10-AR ET AL RS

TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Individual Whole Life Insurance

Project Name/Number: Individual Whole Life Insurance/

Form Schedule

Lead Form Number: WLSIL10

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	WLSIL10-AR	Policy/Cont Individual Life Insurance Policy Certificate	Initial		51.500	WLSIL10-AR.pdf
	GDBSIL10-AR	Policy/Cont Individual Graded Death Benefit Life Insurance Policy Certificate	Initial		51.500	GDBSIL10-AR.pdf
	UWAPPSIL10-AR	Application/Life Insurance Enrollment Application Form	Initial		43.900	UWAPPSIL10-AR.pdf
	ADBRASIL10	Policy/Cont Accidental Death Benefit Insurance Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		43.100	ADBRASIL10.pdf
	ADACTSIL10-AR	Application/ Accidental Death Enrollment Benefit Activation Form	Initial		40.000	ADACTSIL10-AR.pdf

STERLING INVESTORS LIFE INSURANCE COMPANY

A Georgia Stock Company

Principal Office

{210 East Second Avenue, Suite 105}
{Rome, GA 30161}
{Toll Free: 877-604-5240}

Administrative Office

{7930 Century Boulevard}
{Chanhassen, MN 55317-8001}
{Toll Free: 800-XXX-XXXX}

This Policy is a legal contract between the Owner named in the application (and referred to in this Policy as "You" and "Your") and the Company named above (and referred to in this Policy as "We", "Us" and "Our").

We will pay the death benefit set forth in the Policy Schedule, less any debt, to the Beneficiary when We receive at Our Administrative Office due proof that the death of the Insured occurred while this Policy was in force.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY – PLEASE READ YOUR POLICY CAREFULLY – If for any reason You are not satisfied with this Policy, You may, at any time within thirty (30) days after receiving it, return it to Us at Our Administrative Office. If this Policy is so returned, We will void it from its effective date and refund any premium paid.

BENEFICIARY – or Beneficiaries are named in the application. During the lifetime of the Insured, You may change Beneficiaries by writing to Us at Our Administrative Office. Any change will be subject to any assignment of this Policy and the approval of each irrevocably name Beneficiary. The effective date of the change will be the date the request was signed. We will not be liable for any payment made or action taken by Us before We receive Your change request. Only Beneficiaries who survive the Insured will be eligible to share in the death benefit. If no Beneficiary survives the Insured, We will pay the proceeds to the Insured's estate.

We are issuing this Policy in consideration of the application and payment of the first premium. This Insurance may be kept in force by paying the premiums as they come due.



Secretary



President

**ENDOWMENT AT 100
PREMIUMS PAYABLE TO AGE 95
NON-PARTICIPATING**

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**POLICY SCHEDULE
TABLE OF DEATH BENEFITS AND POLICY VALUES**

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
1	{5,000}	{0.00}	{0}	{0}	{0}
2	{5,000}	{0.00}	{0}	{0}	0
3	{5,000}	{150.05}	{290}	{1}	{140}
4	{5,000}	{304.69}	{571}	{2}	{204}
5	{5,000}	{461.78}	{841}	{3}	{183}
6	{5,000}	{620.81}	{1,100}	{4}	{95}
7	{5,000}	{780.40}	{1,345}	{4}	{319}
8	{5,000}	{939.58}	{1,577}	{5}	{130}
9	{5,000}	{1,098.77}	{1,796}	{5}	{264}
10	{5,000}	{1,258.09}	{2,005}	{5}	{360}
11	{5,000}	{1,417.46}	{2,204}	{6}	{64}
12	{5,000}	{1,576.40}	{2,393}	{6}	{111}
13	{5,000}	{1,733.84}	{2,572}	{6}	{140}
14	{5,000}	{1,888.63}	{2,740}	{6}	{152}
15	{5,000}	{2,040.20}	{2,898}	{6}	{150}
16	{5,000}	{2,187.98}	{3,046}	{6}	{136}
17	{5,000}	{2,331.98}	{3,185}	{6}	{113}
18	{5,000}	{2,472.98}	{3,316}	{6}	{81}
19	{5,000}	{2,611.13}	{3,441}	{6}	{43}
20	{5,000}	{2,746.11}	{3,559}	{6}	{3}

**STERLING INVESTORS LIFE INSURANCE COMPANY
PRINCIPAL OFFICE: ROME, GEORGIA**

Effective Date (Date of Issue): {09/07/2010}

Policy Number {1234567} Insured/Policyholder {John Doe}

Face Amount {5,000} Issue Age {65}

Non-Forfeiture Factor:

PREMIUMS:

	Annual	Semi Annual	Quarterly	Monthly Direct	Monthly Bank Draft
Life	{455.00}	{227.50}	{113.75}	{37.91}	{37.91}
Policy Fee	{24.00}	{12.00}	{6.00}	{2.00}	{2.00}
TOTAL	{479.00}	{239.50}	{119.75}	{39.91}	{39.91}

Cash Values based on 2001 CSO Table at 5.0%

Reserves use Commissioner's Reserve Valuation Method, 2001 CSO Table at 4.0 %

**ENDOWMENT AT AGE 100
PREMIUMS PAYABLE UNTIL AGE 95
NON-PARTICIPATING**

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
21	{5,000}	{2,877.46}	{3,672}	{5}	{335}
22	{5,000}	{3,005.89}	{3,780}	{5}	{306}
23	{5,000}	{3,131.74}	{3,886}	{5}	{282}
24	{5,000}	{3,256.97}	{3,990}	{5}	{266}
25	{5,000}	{3,384.51}	{4,098}	{5}	{263}
26	{5,000}	{3,520.14}	{4,215}	{5}	{282}
27	{5,000}	{3,672.18}	{4,349}	{5}	{336}
28	{5,000}	{3,851.32}	{4,512}	{6}	{123}
29	{5,000}	{4,074.26}	{4,720}	{6}	{0}
30	{5,000}	{4,368.39}	{5,000}	{0}	{0}
31	{5,000}	{4,429.20}	{5,000}	{0}	{0}
32	{5,000}	{4,505.92}	{5,000}	{0}	{0}
33	{5,000}	{4,609.97}	{5,000}	{0}	{0}
34	{5,000}	{4,761.90}	{5,000}	{0}	{0}
35	{5,000}	{5,000.00}	{5,000}	{0}	{0}

DEFINITIONS

Age – the age of the Insured on last birthday

Application – the form used to apply for coverage under this Policy as completed by You

Insured – the individual on whose life coverage is based and is named on the Schedule Page.

Lapse – the termination of coverage due to the nonpayment of premium

Policy Date – the effective date of coverage and the date from which Policy anniversaries and premium due dates are determined

Policy Owner – controls all rights and benefits and is also the Insured under this Policy

Reinstatement – restoring coverage after this Policy has lapsed

We, Us, Our – Sterling Investors Life Insurance Company

You, Your – the Policy Owner

GENERAL PROVISIONS

CONTRACT – The entire contract shall consist of these Policy pages, attached riders, if any, and Your attached application. No statement made by You or on behalf of any Insured will be used to void the Policy or to defend a claim, unless it is contained in the application. All statements made in the application will be taken as representations and not warranties.

No change or waiver of any of the terms and provisions of this Policy will be valid unless made in writing and signed by an Officer of Our Company. No producer or other person has the authority to change or waive any provision of this policy.

WHEN COVERAGE IS EFFECTIVE – Coverage is effective when the first premium is received by the Company and the Policy has been delivered during the lifetime of the Insured.

GRACE PERIOD – If any premium is not paid by the date it is due, you will have 31 days (without interest) to make the payment before the policy lapses. If any insured dies during the grace period, we will deduct the monthly mode of premium from the death benefit. The initial premium must be paid before the policy becomes effective.

PREMIUMS – All premiums are payable in advance. The first premium is due as of the issue date of this policy. Premiums can be paid at Our Administrative Office. A premium not paid when due, is in default at the end of the grace period. This Policy will expire unless coverage is automatically continued by the non-forfeiture provisions. Any premiums paid for any Insured beyond the Policy month of the date of death will be returned as part of the death benefit.

INCONTESTABILITY – We cannot contest any claim for death occurring two years after the effective date of this policy; unless premiums Were not paid. If the incontestability period is different for any riders, it will be stated on the rider.

If this Policy is reinstated (explained in the reinstatement section), any claim may be contested for the same period following reinstatement based on the answers given in the reinstatement application. The same conditions and exceptions with respect to contestability will apply after reinstatement as applied after original issuance.

AGE OR SEX – If the applicant's age or sex is listed wrong on the application We will change the benefit to what it would have been for the corrected age or sex. In the event that the age is misstated and We would not have originally issued this policy, Our liability will be limited to the return of all premiums that were paid.

REINSTATEMENT – The Policy may be reinstated for any person Insured, within 5 years from the date of default. We will require that the Policy was not surrendered for cash. We will need proof of insurability, acceptable to Us, to be furnished by the Insured. All past due premiums are to be paid with interest at the rate of four (4%) percent per year. Any debt that was owed on the date of premium default, plus interest from that date at the rate for Policy loans is paid or reinstated.

OWNER – The owner is named in the application. You may use all rights and privileges granted in this Policy without the consent of any but an irrevocable Beneficiary. You may transfer ownership of this Policy to a new owner. Any change must be requested by You in writing. The change will be effective the date of the request and is subject to any payment made or action taken by Us before We endorse the policy.

SUICIDE – If the Insured commits suicide during the first two years following the effective date of the policy, Our liability shall be limited to the return of all the premiums that were paid. For policies issued to residents of the state of Colorado, Missouri or North Dakota, the above shall read "one year" rather than "two years".

ASSIGNMENT – You have the sole right to assign this policy. We are not obligated to assure the effect, adequacy, validity or correctness of any assignment to this policy. We are not charged with notice of an assignment unless We acknowledge in writing Our receipt of such assignment.

PAYMENT OF PROCEEDS – Upon the death of the Insured, the proceeds payable to the Beneficiary under this Policy, shall include premiums paid for any period beyond the end of the Policy month in which the death occurred, unless the refund of premiums is due some other person pursuant to contract provisions. If payment of the proceeds exceeds thirty (30) days from the date proof of death was furnished, We shall pay interest upon the proceeds, or refunds of premium, at the rate of eight percent (8%) per year.

RESERVES – The Cash values and benefits are as described in the Policy schedule.

LOAN PROVISIONS – While the Policy is in force, You may borrow an amount up to the net cash value. The net cash value is the cash value less any debt. The cash value shall be the sole security for the loan.

We can pay You the loan in cash or You may use the proceeds as an automatic premium loan to pay premiums. You may add or withdraw the automatic premium loan option at any time prior to the end of the grace period. You must write to Us requesting the automatic premium loan prior to the end of the grace period.

The rate of interest on Policy loans is eight (8%) percent in arrears. If interest is not paid, it will be added to the loan.

Any loans, including interest, will be deducted as debt from any payment made to the Beneficiary. You may repay the loan and interest at any time unless a non-forfeiture benefit has become effective. We may defer making a cash loan for as long as six (6) months, except for a loan made to pay premiums for the Policy.

This Policy will become void thirty-one (31) days after any loan exceeds the cash value and We mail a notice of termination to Your last known address and the last known address of any assignee.

NON FORFEITURE PROVISIONS – You may choose either one of the following benefits. To elect a benefit We must receive Your written request at Our Administrative Office no later than sixty (60) days after the due date of the first unpaid premium.

- a. You may choose to surrender the Policy for its cash surrender value. The cash surrender value is the cash value less any Policy loan.
- b. You may use the cash surrender value to buy extended term insurance.
- c. You may use the cash surrender value to buy paid-up insurance.

Under the option of extended term insurance, your coverage is continued as paid up term insurance for the face amount less any indebtedness. The period of such term insurance shall be what the net cash value will purchase as a net single premium at the attained age of the Insured.

Paid-up insurance may be used as security for a policy loan. Paid-up insurance will have a cash surrender value equal to the reserve for such insurance, less any debt. If the date of surrender is within thirty (30) days after the policy anniversary, the cash value will not be less than the amount of net single premium for such policy anniversary.

The automatic option will be option (b) if no other is selected.

We may defer paying a cash surrender value for a period not more than thirty (30) days. If We defer payment, We will credit interest at the rate of four percent (4%) per year, except in Idaho where We will credit interest in accordance with Idaho Code s 28-22-104.

BASIS OF NON FORFEITURE VALUES – The reserve value, the cash value and the amount of paid-up insurance provided under this Policy are computed under age, mortality and interest assumptions set forth in the Policy schedule. On any date other than the end of a Policy year, cash values are computed allowing for the time between Policy years and the date to which premiums have been paid.

Cash values and paid up non forfeiture benefits are not less than the minimum required by state non forfeiture law.

SETTLEMENT OPTIONS – The whole or any part, but in no case less than \$2,000, of the proceeds due to the payee in settlement of the Policy at death, at maturity or upon surrender will be paid according to any agreement made with Us.

If a settlement option is chosen where payments are made to a payee, and if at the death of any payee there is no living person named to receive any remaining payments, We will pay the remaining balance in a lump sum to the payee's estate.

No payee, other than the person electing a settlement option, shall have the right to change, assign or encumber any of the payments. To the extent allowed by law, the payments will not be subject to claims by creditors nor to legal process.

**ENDOWMENT AT AGE 100
PREMIUMS PAYABLE AT AGE 95
NON-PARTICIPATING**

STERLING INVESTORS LIFE INSURANCE COMPANY

A Georgia Stock Company

Principal Office

{210 East Second Avenue, Suite 105}
{Rome, GA 30161}
{Toll Free: 877-604-5240}

Administrative Office

{7930 Century Boulevard}
{Chanhassen, MN 55317-8001}
{Toll Free: 800-XXX-XXXX}

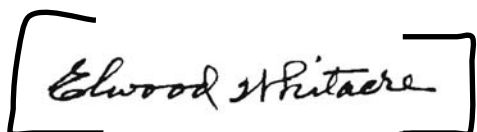
This Policy is a legal contract between the Owner named in the application (and referred to in this Policy as "You" and "Your") and the Company named above (and referred to in this Policy as "We", "Us" and "Our").

We will pay the death benefit set forth in the Policy Schedule, less any debt, to the Beneficiary when We receive at Our Administrative Office due proof that the death of the Insured occurred while this Policy was in force.

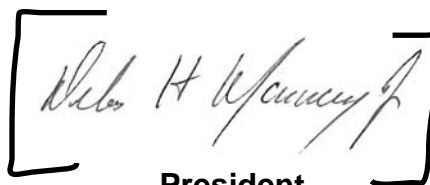
NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY – PLEASE READ YOUR POLICY CAREFULLY – If for any reason You are not satisfied with this Policy, You may, at any time within thirty (30) days after receiving it, return it to Us at Our Administrative Office. If this Policy is so returned, We will void it from its effective date and refund any premium paid.

BENEFICIARY – or Beneficiaries are named in the application. During the lifetime of the Insured, You may change Beneficiaries by writing to Us at Our Administrative Office. Any change will be subject to any assignment of this Policy and the approval of each irrevocably name Beneficiary. The effective date of the change will be the date the request was signed. We will not be liable for any payment made or action taken by Us before We receive Your change request. Only Beneficiaries who survive the Insured will be eligible to share in the death benefit. If no Beneficiary survives the Insured, We will pay the proceeds to the Insured's estate.

We are issuing this Policy in consideration of the application and payment of the first premium. This Insurance may be kept in force by paying the premiums as they come due.



Secretary



President

**GRADED DEATH BENEFIT
PREMIUMS PAYABLE TO AGE 95
ENDOWMENT AT 100
NON-PARTICIPATING**

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**POLICY SCHEDULE
TABLE OF DEATH BENEFITS AND POLICY VALUES**

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
1	{2,500}	{0.00}	{0}	{0}	{0}
2	{3,900}	{75.75}	{151}	{0}	0
3	{5,000}	{225.52}	{435}	{2}	{26}
4	{5,000}	{377.74}	{708}	{3}	{57}
5	{5,000}	{532.38}	{970}	{4}	{6}
6	{5,000}	{688.91}	{1,220}	{4}	{261}
7	{5,000}	{846.00}	{1,458}	{5}	{101}
8	{5,000}	{1,002.69}	{1,682}	{5}	{260}
9	{5,000}	{1,159.38}	{1,896}	{6}	{13}
10	{5,000}	{1,316.21}	{2,098}	{6}	{99}
11	{5,000}	{1,473.06}	{2,291}	{6}	{158}
12	{5,000}	{1,629.51}	{2,474}	{6}	{196}
13	{5,000}	{1,784.46}	{2,647}	{6}	{217}
14	{5,000}	{1,936.80}	{2,810}	{6}	{222}
15	{5,000}	{2,085.98}	{2,963}	{6}	{214}
16	{5,000}	{2,231.40}	{3,106}	{6}	{195}
17	{5,000}	{2,373.09}	{3,241}	{6}	{167}
18	{5,000}	{2,511.83}	{3,368}	{6}	{132}
19	{5,000}	{2,647.73}	{3,489}	{6}	{92}
20	{5,000}	{2,780.50}	{3,604}	{6}	{50}

**STERLING INVESTORS LIFE INSURANCE COMPANY
PRINCIPAL OFFICE: ROME, GEORGIA**

Effective Date (Date of Issue): {09/07/2010}

Policy Number {1234567} Insured/Policyholder {John Doe}

Face Amount {5,000} Issue Age {65}

Non-Forfeiture Factor:

PREMIUMS:

	Annual	Semi Annual	Quarterly	Monthly Direct	Monthly Bank Draft
Life	{465.00}	{232.50}	{116.25}	{38.74}	{38.74}
Policy Fee	{24.00}	{12.00}	{6.00}	{2.00}	{2.00}
TOTAL	{489.00}	{244.50}	{122.25}	{40.74}	{40.74}

Cash Values based on 2001 CSO Table at 5.0%

Reserves use Commissioner's Reserve Valuation Method, 2001 CSO Table at 4.0 %

**GRADED DEATH BENEFIT
ENDOWMENT AT AGE 100
PREMIUMS PAYABLE UNTIL AGE 95
NON-PARTICIPATING**

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
21	{5,000}	{2,909.83}	{3,713}	{6}	{9}
22	{5,000}	{3,035.89}	{3,818}	{5}	{341}
23	{5,000}	{3,159.52}	{3,920}	{5}	{315}
24	{5,000}	{3,282.46}	{4,022}	{5}	{297}
25	{5,000}	{3,407.55}	{4,126}	{5}	{292}
26	{5,000}	{3,540.41}	{4,239}	{5}	{309}
27	{5,000}	{3,689.17}	{4,370}	{5}	{360}
28	{5,000}	{3,864.20}	{4,527}	{6}	{152}
29	{5,000}	{4,081.74}	{4,729}	{6}	{0}
30	{5,000}	{4,368.39}	{5,000}	{0}	{0}
31	{5,000}	{4,429.20}	{5,000}	{0}	{0}
32	{5,000}	{4,505.92}	{5,000}	{0}	{0}
33	{5,000}	{4,609.97}	{5,000}	{0}	{0}
34	{5,000}	{4,761.90}	{5,000}	{0}	{0}
35	{5,000}	{5,000.00}	{5,000}	{0}	{0}

DEFINITIONS

Age – the age of the Insured on last birthday

Application – the form used to apply for coverage under this Policy as completed by You

Insured – the individual on whose life coverage is based and is named on the Schedule Page.

Lapse – the termination of coverage due to the nonpayment of premium

Policy Date – the effective date of coverage and the date from which Policy anniversaries and premium due dates are determined

Policy Owner – controls all rights and benefits and is also the Insured under this Policy

Reinstatement – restoring coverage after this Policy has lapsed

We, Us, Our – Sterling Investors Life Insurance Company

You, Your – the Policy Owner

GENERAL PROVISIONS

CONTRACT – The entire contract shall consist of these Policy pages, attached riders, if any, and Your attached application. No statement made by You or on behalf of any Insured will be used to void the Policy or to defend a claim, unless it is contained in the application. All statements made in the application will be taken as representations and not warranties.

No change or waiver of any of the terms and provisions of this Policy will be valid unless made in writing and signed by an Officer of Our Company. No producer or other person has the authority to change or waive any provision of this policy.

WHEN COVERAGE IS EFFECTIVE – Coverage is effective when the first premium is received by the Company and the Policy has been delivered during the lifetime of the Insured.

GRACE PERIOD – If any premium is not paid by the date it is due, you will have 31 days (without interest) to make the payment before the policy lapses. If any insured dies during the grace period, we will deduct the monthly mode of premium from the death benefit. The initial premium must be paid before the policy becomes effective.

PREMIUMS – All premiums are payable in advance. The first premium is due as of the issue date of this policy. Premiums can be paid at Our Administrative Office. A premium not paid when due, is in default at the end of the grace period. This Policy will expire unless coverage is automatically continued by the non-forfeiture provisions. Any premiums paid for any Insured beyond the Policy month of the date of death will be returned as part of the death benefit.

INCONTESTABILITY – We cannot contest any claim for death occurring two years after the effective date of this policy; unless premiums Were not paid. If the incontestability period is different for any riders, it will be stated on the rider.

If this Policy is reinstated (explained in the reinstatement section), any claim may be contested for the same period following reinstatement based on the answers given in the reinstatement application. The same conditions and exceptions with respect to contestability will apply after reinstatement as applied after original issuance.

AGE OR SEX – If the applicant's age or sex is listed wrong on the application We will change the benefit to what it would have been for the corrected age or sex. In the event that the age is misstated and We would not have originally issued this policy, Our liability will be limited to the return of all premiums that were paid.

REINSTATEMENT – The Policy may be reinstated for any person Insured, within 5 years from the date of default. We will require that the Policy was not surrendered for cash. We will need proof of insurability, acceptable to Us, to be furnished by the Insured. All past due premiums are to be paid with interest at the rate of four (4%) percent per year. Any debt that was owed on the date of premium default, plus interest from that date at the rate for Policy loans is paid or reinstated.

OWNER – The owner is named in the application. You may use all rights and privileges granted in this Policy without the consent of any but an irrevocable Beneficiary. You may transfer ownership of this Policy to a new owner. Any change must be requested by You in writing. The change will be effective the date of the request and is subject to any payment made or action taken by Us before We endorse the policy.

SUICIDE – If the Insured commits suicide during the first two years following the effective date of the policy, Our liability shall be limited to the return of all the premiums that were paid. For policies issued to residents of the state of Colorado, Missouri or North Dakota, the above shall read "one year" rather than "two years".

ASSIGNMENT – You have the sole right to assign this policy. We are not obligated to assure the effect, adequacy, validity or correctness of any assignment to this policy. We are not charged with notice of an assignment unless We acknowledge in writing Our receipt of such assignment.

PAYMENT OF PROCEEDS – Upon the death of the Insured, the proceeds payable to the Beneficiary under this Policy, shall include premiums paid for any period beyond the end of the Policy month in which the death occurred, unless the refund of premiums is due some other person pursuant to contract provisions. If payment of the proceeds exceeds thirty (30) days from the date proof of death was furnished, We shall pay interest upon the proceeds, or refunds of premium, at the rate of eight percent (8%) per year.

RESERVES – The Cash values and benefits are as described in the Policy schedule.

LOAN PROVISIONS – While the Policy is in force, You may borrow an amount up to the net cash value. The net cash value is the cash value less any debt. The cash value shall be the sole security for the loan.

We can pay You the loan in cash or You may use the proceeds as an automatic premium loan to pay premiums. You may add or withdraw the automatic premium loan option at any time prior to the end of the grace period. You must write to Us requesting the automatic premium loan prior to the end of the grace period.

The rate of interest on Policy loans is eight (8%) percent in arrears. If interest is not paid, it will be added to the loan.

Any loans, including interest, will be deducted as debt from any payment made to the Beneficiary. You may repay the loan and interest at any time unless a non-forfeiture benefit has become effective. We may defer making a cash loan for as long as six (6) months, except for a loan made to pay premiums for the Policy.

This Policy will become void thirty-one (31) days after any loan exceeds the cash value and We mail a notice of termination to Your last known address and the last known address of any assignee.

NON FORFEITURE PROVISIONS – You may choose either one of the following benefits. To elect a benefit We must receive Your written request at Our Administrative Office no later than sixty (60) days after the due date of the first unpaid premium.

- a. You may choose to surrender the Policy for its cash surrender value. The cash surrender value is the cash value less any Policy loan.
- b. You may use the cash surrender value to buy extended term insurance.
- c. You may use the cash surrender value to buy paid-up insurance.

Under the option of extended term insurance, your coverage is continued as paid up term insurance for the face amount less any indebtedness. The period of such term insurance shall be what the net cash value will purchase as a net single premium at the attained age of the Insured.

Paid-up insurance may be used as security for a policy loan. Paid-up insurance will have a cash surrender value equal to the reserve for such insurance, less any debt. If the date of surrender is within thirty (30) days after the policy anniversary, the cash value will not be less than the amount of net single premium for such policy anniversary.

The automatic option will be option (b) if no other is selected.

We may defer paying a cash surrender value for a period not more than thirty (30) days. If We defer payment, We will credit interest at the rate of four percent (4%) per year, except in Idaho where We will credit interest in accordance with Idaho Code s 28-22-104.

BASIS OF NON FORFEITURE VALUES – The reserve value, the cash value and the amount of paid-up insurance provided under this Policy are computed under age, mortality and interest assumptions set forth in the Policy schedule. On any date other than the end of a Policy year, cash values are computed allowing for the time between Policy years and the date to which premiums have been paid.

Cash values and paid up non forfeiture benefits are not less than the minimum required by state non forfeiture law.

SETTLEMENT OPTIONS – The whole or any part, but in no case less than \$2,000, of the proceeds due to the payee in settlement of the Policy at death, at maturity or upon surrender will be paid according to any agreement made with Us.

If a settlement option is chosen where payments are made to a payee, and if at the death of any payee there is no living person named to receive any remaining payments, We will pay the remaining balance in a lump sum to the payee's estate.

No payee, other than the person electing a settlement option, shall have the right to change, assign or encumber any of the payments. To the extent allowed by law, the payments will not be subject to claims by creditors nor to legal process.

**GRADED DEATH BENEFIT
PREMIUMS PAYABLE TO AGE 95
ENDOWMENT AT 100
NON-PARTICIPATING**

Application for Whole Life Insurance

Sterling Investors Life Insurance Company
7930 Century Boulevard, Chanhassen, MN 55317

Please correct any inaccurate information below.

[000000000000 00000000]

[May B. Doe]

[123 Anystreet, 3E]

[Yorton, SM 12345-6789]

Birth Date: [00/00/00] Male: [] Female: [X]

Telephone: [()]

Choose your benefit amount:

☐ \$XX,XXX.XX

☐ \$XX,XXX.XX]

☐ \$XX,XXX.XX

☐ \$XX,XXX.XX]

Name your beneficiary (optional): Relationship:

If no person is named here, the beneficiary will be: (1) your surviving spouse; otherwise, (2) your surviving children in equal shares; otherwise, (3) as provided in the insurance policy.

Health questions: (If your answer to a health question below is "Yes," the policy benefit will be modified.)

1. In the past five years, have you been diagnosed or treated by a physician or taken medicine for heart disease (including congestive heart failure or heart surgery), cancer, lung disease (other than asthma), stroke, kidney disease, liver disease, AIDS, or tested positive for HIV? ☐ Yes ☐ No
2. Are you currently disabled due to illness, using oxygen to assist in breathing, confined to a hospital or nursing home, bedridden, confined to a wheelchair, or taking insulin injections for diabetes? ☐ Yes ☐ No
3. In the past five years, have you received medical treatment for alcohol or drug addiction, or been convicted of a DUI or DWI? ☐ Yes ☐ No

If this coverage will replace or change any life insurance or annuity you have now, please check here: ☐

If yes, list company and policy #

I agree that: The information above is true and complete to the best of my knowledge. This application will be the basis for and part of the policy. No insurance will take effect unless a policy is issued and the first premium is paid while I am alive and my health remains as stated above.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

X Sign your name: Insured/Policyowner Date Mo. Day Yr.
UWAPPSIL10-AR [XXXXXXXXXXXX]

STERLING INVESTORS LIFE INSURANCE COMPANY
A Georgia Stock Company
Principal Office: Rome, Georgia

ACCIDENTAL DEATH BENEFIT RIDER
Forming a part of the Policy to which it is attached

Insured's Name: [John Doe]

Policy Number : [XXXXXXXXXXXXXX]

ACCIDENTAL DEATH BENEFIT – We will pay the benefit amount below to the beneficiary, when We receive due proof of the death of the Insured. Death must occur within ninety (90) days of a covered accident. Death must occur while this Rider and the Policy are in force. The payment of the death benefit will be subject to the terms and conditions of this Rider. The benefit amount will be paid in one lump sum. The benefit amount will be in addition to any other amounts payable under the Policy.

ACCIDENTAL DEATH BENEFITS

Accidental Death

[XXXXXX.XX]

DEFINITION OF ACCIDENTAL DEATH – Accidental death is a death which results from accidental bodily injury as a direct result of an accident sustained by the Insured. Death must be independent of disease, bodily infirmity, or any other non-accidental cause. Death must occur within ninety (90) days after the date the injury was sustained. Death can not be a direct result of or not caused by any one or more of the following, which are risks We do not assume.

- (a) Intentional self-inflicted injury, while sane or insane.
- (b) Any poison, drug, alcohol, narcotic, sedative, medicine of any kind, gas or fumes, voluntarily taken, administered, absorbed or inhaled;
 - 1. except when taken as prescribed by a physician;
 - 2. except the accidental ingestion of a poisonous food substance; and
 - 3. except while conducting one's duties during the course of employment, in the case of gas or fumes.
- (c) Bodily or mental infirmity or illness or disease of any kind or by infections; except infections occurring as the result of an accidental bodily injury.
- (d) Medical or surgical treatment; except when required as the result of an accident.
- (e) Operating, riding in or descending from any military, naval or air force aircraft of any country or any aircraft of which the Insured is a pilot, officer, member of the crew or which is being operated for any kind of training.
- (f) Committing or attempting to commit an assault or felony.
- (g) Operating a vehicle while legally intoxicated as specified by state law.

SPECIAL COMMON CARRIER – We will pay an amount equal to four times the Accidental Death Benefit if death occurs within ninety (90) days from the date of accidental injury as defined in the following:

AIRPLANES – While riding as a fare-paying passenger in a licensed passenger aircraft provided by a certified scheduled airline carrier and operated by a licensed pilot on a regularly scheduled flight between definitely established airports.

RAILWAYS – While riding as a fare-paying passenger in a railroad passenger car provided by and operating as a common carrier for passenger service only.

MOTOR BUSES – While riding as a fare-paying passenger in a public motor bus, operating as a common carrier, and being driven or operated by a licensed driver for public hire on a regular schedule between definitely established terminals.

BOATS, SHIPS – While riding as a fare-paying passenger in or upon a passenger boat or ship provided by and operating as a common carrier licensed for the transportation of passengers on a regular schedule between definitely established ports.

ELEVATED, SUBWAYS AND STREET CARS – While riding as a fare-paying passenger in a street railway car, elevated or subway car provided by and operating as a common carrier for passenger service.

PASSENGER AUTOMOBILE – We will pay an amount equal to two times the Accidental Death Benefit, If death occurs as a result of an injury sustained while riding in a passenger automobile, traveling on a designated and maintained public roadway. Death must occur within ninety (90) days from the date of the accident.


AUTOPSY – We will have the right and opportunity to examine the body and, unless prohibited by law, to have an autopsy performed. This will be at Our expense.

TERMINATION OF RIDER – This rider will terminate and become null and void on the earliest of the following dates or events. No action will be required by Us. No notice will be sent to You and no notice will be required from You.

1. the prior lapse of the Policy, or
2. surrender of the Policy, or
3. written request for cancellation of the Policy.

EFFECTIVE DATE – The effective date of this Rider will be the Policy date.

RIDER APPLICABILITY – All provisions of the Policy will apply to this Rider.



President



Secretary

**ACTIVATION FORM for
ADDITIONAL BENEFITS**

Please Print Legibly

Sterling Investors Life Insurance Company
A Georgia Stock Company
7930 Century Boulevard
Chanhassen, MN 55317

Additional Benefits

Accidental Death / Common Carrier Accident / Passenger Automobile Accident

{XXXXXXXXXXXXXXXXXX}

{Name}

{Street address}

{City, State, Zip Code}

Monthly Premium:

Offer expires:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

I wish to add these additional benefits to my policy using my current billing method.

X

Signature

Date

ADACTSIL10- AR

SERFF Tracking Number: LHLI-126743668 State: Arkansas
Filing Company: Sterling Investors Life Insurance Company State Tracking Number: 46714
Company Tracking Number: WLSIL10-AR ET AL RS
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Individual Whole Life Insurance
Project Name/Number: Individual Whole Life Insurance/

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: CERT OF FLESCH.pdf		

	Item Status:	Status Date:
Satisfied - Item: ARKANSAS CONSENT TO SUBMIT RATES Comments: Attachment: ARKANSAS CONSENT TO SUBMIT RATES.pdf		

	Item Status:	Status Date:
Satisfied - Item: Authorization for filing Comments: Attachment: authorization - for filing.pdf		

CERTIFICATION OF FLESCH READABILITY SCORE

Arkansas

I certify that the forms listed below achieve the following:

- (1) The text achieves a minimum score of 40 on the Flesch reading ease test.
- (2) Except for specification pages, schedules and tables the forms are printed in not less than ten (10) point type, one (1) point leaded.

Policy Form(s):

WLSIL10-AR – Individual Life Insurance Policy
GDBSIL10-AR – Individual Graded Death Benefit Life Insurance Policy
UWAPPSIL10-AR – Life Insurance Application
ADBRSL10 – Accidental Death Benefit Insurance Rider
ADACTSIL10-AR – Accidental Death Benefit Activation Form

STERLING INVESTORS LIFE INSURANCE COMPANY



Robin Sellars, Compliance Associate

September 2, 2010

CONSENT TO SUBMIT RATES AND/OR COST BASES FOR APPROVAL

The Sterling Investors Life Insurance Company of Rome, Georgia, does hereby consent and agree:

- A) That all premium rates and/or cost bases both maximum and current or projected used in relation to forms numbered WLSIL10-AR, GDBSIL10-AR, ADBRSIL10, UWAPPSIL10-AR and ADACTSIL10-AR must be filed with the Insurance Commissioner for the State of Arkansas at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.

OR

- B) That where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a change of rates it will stay within and will notify the Department at least sixty (60) days prior to any changes in the range of rates. The company must also document the method used to calculate its premiums and range of rates.

STERLING INVESTORS LIFE INSURANCE COMPANY



Robin Sellars, Compliance Associate

Date: September 2, 2010



STERLING INVESTORS LIFE INSURANCE COMPANY

210 E. Second Avenue
Ste.105
Rome, Georgia 30161
Tel (706) 235-8154
Fax (866) 889-4054

May 14, 2010

Lincoln Heritage Life Insurance Company, located at 4343 E. Camelback Road, Phoenix AZ 85018, is hereby authorized in its capacity as Sterling Investors Life Insurance Company's reinsurer, to file on behalf of Sterling Investors Life Insurance Company forms, rates and advertising materials for the Company's Direct Market Life Insurance policies with the state insurance departments and correspond with state insurance departments regarding any questions they may have concerning the filings.

A copy of this letter is as valid as the original. This authorization will be valid for twelve months from the date of this letter.



Delos H. Yancey Jr.
President

<i>SERFF Tracking Number:</i>	<i>LHLI-126743668</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sterling Investors Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46714</i>
<i>Company Tracking Number:</i>	<i>WLSIL10-AR ET AL RS</i>		
<i>TOI:</i>	<i>L071 Individual Life - Whole</i>	<i>Sub-TOI:</i>	<i>L071.101 Fixed/Indeterminate Premium - Single Life</i>
<i>Product Name:</i>	<i>Individual Whole Life Insurance</i>		
<i>Project Name/Number:</i>	<i>Individual Whole Life Insurance/</i>		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/28/2010	Form	Individual Life Insurance Policy	09/08/2010	WLSIL10-AR.pdf (Superceded)
09/08/2010	Form	Individual Graded Death Benefit Life Insurance Policy	09/09/2010	GDBSIL10-AR.pdf (Superceded)
07/28/2010	Form	Individual Graded Death Benefit Life Insurance Policy	09/08/2010	GDBSIL10-AR.pdf (Superceded)

STERLING INVESTORS LIFE INSURANCE COMPANY

A Georgia Stock Company

Principal Office

{210 East Second Avenue, Suite 105}
{Rome, GA 30161}
{Toll Free: 877-604-5240}

Administrative Office

{7930 Century Boulevard}
{Chanhassen, MN 55317-8001}
{Toll Free: 800-XXX-XXXX}


This Policy is a legal contract between the Owner named in the application (and referred to in this Policy as "You" and "Your") and the Company named above (and referred to in this Policy as "We", "Us" and "Our").

We will pay the death benefit set forth in the Policy Schedule, less any debt, to the Beneficiary when We receive at Our Administrative Office due proof that the death of the Insured occurred while this Policy was in force.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY – PLEASE READ YOUR POLICY CAREFULLY – If for any reason You are not satisfied with this Policy, You may, at any time within thirty (30) days after receiving it, return it to Us at Our Administrative Office. If this Policy is so returned, We will void it from its effective date and refund any premium paid.

BENEFICIARY – or Beneficiaries are named in the application. During the lifetime of the Insured, You may change Beneficiaries by writing to Us at Our Administrative Office. Any change will be subject to any assignment of this Policy and the approval of each irrevocably name Beneficiary. The effective date of the change will be the date the request was signed. We will not be liable for any payment made or action taken by Us before We receive Your change request. Only Beneficiaries who survive the Insured will be eligible to share in the death benefit. If no Beneficiary survives the Insured, We will pay the proceeds to the Insured's estate.

We are issuing this Policy in consideration of the application and payment of the first premium. This Insurance may be kept in force by paying the premiums as they come due.



Secretary



President

**ENDOWMENT AT 100
PREMIUMS PAYABLE TO AGE 95
NON-PARTICIPATING**

WLSIL10-AR

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**POLICY SCHEDULE
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End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
1	{5,000}	{0.00}	{0}	{0}	{0}
2	{5,000}	{0.00}	{0}	{0}	0
3	{5,000}	{150.05}	{290}	{1}	{140}
4	{5,000}	{304.69}	{571}	{2}	{204}
5	{5,000}	{461.78}	{841}	{3}	{183}
6	{5,000}	{620.81}	{1,100}	{4}	{95}
7	{5,000}	{780.40}	{1,345}	{4}	{319}
8	{5,000}	{939.58}	{1,577}	{5}	{130}
9	{5,000}	{1,098.77}	{1,796}	{5}	{264}
10	{5,000}	{1,258.09}	{2,005}	{5}	{360}
11	{5,000}	{1,417.46}	{2,204}	{6}	{64}
12	{5,000}	{1,576.40}	{2,393}	{6}	{111}
13	{5,000}	{1,733.84}	{2,572}	{6}	{140}
14	{5,000}	{1,888.63}	{2,740}	{6}	{152}
15	{5,000}	{2,040.20}	{2,898}	{6}	{150}
16	{5,000}	{2,187.98}	{3,046}	{6}	{136}
17	{5,000}	{2,331.98}	{3,185}	{6}	{113}
18	{5,000}	{2,472.98}	{3,316}	{6}	{81}
19	{5,000}	{2,611.13}	{3,441}	{6}	{43}
20	{5,000}	{2,746.11}	{3,559}	{6}	{3}

**STERLING INVESTORS LIFE INSURANCE COMPANY
PRINCIPAL OFFICE: ROME, GEORGIA**

Effective Date (Date of Issue): {09/03/2010}

Policy Number {1234567} Insured/Policyholder {John Doe}

Face Amount {5,000} Issue Age {65}

Non-Forfeiture Factor:

PREMIUMS:

	Annual	Semi Annual	Quarterly	Monthly Direct	Monthly Bank Draft
Life	{455.00}	{227.50}	{113.75}	{37.91}	{37.91}
Policy Fee	{24.00}	{12.00}	{6.00}	{2.00}	{2.00}
TOTAL	{479.00}	{239.50}	{119.75}	{39.91}	{39.91}

Cash Values based on 2001 CSO Table at 5.0%

Reserves use Commissioner's Reserve Valuation Method, 2001 CSO Table at 4.0 %

ENDOWMENT AT AGE 100

**PREMIUMS PAYABLE UNTIL AGE 95
NON-PARTICIPATING**

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
21	{5,000}	{2,877.46}	{3,672}	{5}	{335}
22	{5,000}	{3,005.89}	{3,780}	{5}	{306}
23	{5,000}	{3,131.74}	{3,886}	{5}	{282}
24	{5,000}	{3,256.97}	{3,990}	{5}	{266}
25	{5,000}	{3,384.51}	{4,098}	{5}	{263}
26	{5,000}	{3,520.14}	{4,215}	{5}	{282}
27	{5,000}	{3,672.18}	{4,349}	{5}	{336}
28	{5,000}	{3,851.32}	{4,512}	{6}	{123}
29	{5,000}	{4,074.26}	{4,720}	{6}	{0}
30	{5,000}	{4,368.39}	{5,000}	{0}	{0}
31	{5,000}	{4,429.20}	{5,000}	{0}	{0}
32	{5,000}	{4,505.92}	{5,000}	{0}	{0}
33	{5,000}	{4,609.97}	{5,000}	{0}	{0}
34	{5,000}	{4,761.90}	{5,000}	{0}	{0}
35	{5,000}	{5,000.00}	{5,000}	{0}	{0}

DEFINITIONS

Age – the age of the Insured on last birthday

Application – the form used to apply for coverage under this Policy as completed by You

Insured – the individual on whose life coverage is based and is named on the Schedule Page.

Lapse – the termination of coverage due to the nonpayment of premium

Policy Date – the effective date of coverage and the date from which Policy anniversaries and premium due dates are determined

Policy Owner – controls all rights and benefits and is also the Insured under this Policy

Reinstatement – restoring coverage after this Policy has lapsed

We, Us, Our – Sterling Investors Life Insurance Company

You, Your – the Policy Owner

GENERAL PROVISIONS

CONTRACT – The entire contract shall consist of these Policy pages, attached riders, if any, and Your attached application. No statement made by You or on behalf of any Insured will be used to void the Policy or to defend a claim, unless it is contained in the application. All statements made in the application will be taken as representations and not warranties.

No change or waiver of any of the terms and provisions of this Policy will be valid unless made in writing and signed by an Officer of Our Company. No producer or other person has the authority to change or waive any provision of this policy.

WHEN COVERAGE IS EFFECTIVE – Coverage is effective when the first premium is received by the Company and the Policy has been delivered during the lifetime of the Insured.

GRACE PERIOD – You are allowed a grace period of thirty-one (31) days, without interest, for the payment of any premium, after the first. This Policy will continue in force during this grace period. If any Insured dies during the grace period, We will deduct the unpaid premium from the death benefit. If the premium is not paid by the end of the grace period, this Policy coverage will lapse. We will send a notice to You fifteen (15) days before the lapse of this policy. This notice will include the amount of premium due to continue this Policy in force.

PREMIUMS – All premiums are payable in advance. The first premium is due as of the issue date of this policy. Premiums can be paid at Our Administrative Office. A premium not paid when due, is in default at the end of the grace period. This Policy will expire unless coverage is automatically continued by the non-forfeiture provisions. Any premiums paid for any Insured beyond the Policy month of the date of death will be returned as part of the death benefit.

INCONTESTABILITY – We cannot contest any claim for death occurring two years after the effective date of this policy; unless premiums Were not paid. If the incontestability period is different for any riders, it will be stated on the rider.

If this Policy is reinstated (explained in the reinstatement section), any claim may be contested for the same period following reinstatement based on the answers given in the reinstatement application. The same conditions and exceptions with respect to contestability will apply after reinstatement as applied after original issuance.

AGE OR SEX – If the applicant's age or sex is listed wrong on the application We will change the benefit to what it would have been for the corrected age or sex. In the event that the age is misstated and We would not have originally issued this policy, Our liability will be limited to the return of all premiums that were paid.

REINSTATEMENT – The Policy may be reinstated for any person Insured, within 5 years from the date of default. We will require that the Policy was not surrendered for cash. We will need proof of insurability, acceptable to Us, to be furnished by the Insured. All past due premiums are to be paid with interest at the rate of four (4%) percent per year. Any debt that was owed on the date of premium default, plus interest from that date at the rate for Policy loans is paid or reinstated.

OWNER – The owner is named in the application. You may use all rights and privileges granted in this Policy without the consent of any but an irrevocable Beneficiary. You may transfer ownership of this Policy to a new owner. Any change must be requested by You in writing. The change will be effective the date of the request and is subject to any payment made or action taken by Us before We endorse the policy.

SUICIDE – If the Insured commits suicide during the first two years following the effective date of the policy, Our liability shall be limited to the return of all the premiums that were paid. For policies issued to residents of the state of Colorado, Missouri or North Dakota, the above shall read “one year” rather than “two years”.

ASSIGNMENT – You have the sole right to assign this policy. We are not obligated to assure the effect, adequacy, validity or correctness of any assignment to this policy. We are not charged with notice of an assignment unless We acknowledge in writing Our receipt of such assignment.

DEATH BENEFIT – We will pay the death benefit set forth in the schedule page, less any debt, to the Beneficiary upon receipt of due proof that the death of the Insured occurred while this Policy was in force. Payment will be made to the Beneficiary listed on the application, unless We have been notified of a change of Beneficiary. The death benefit will be paid in one lump sum unless a settlement option is chosen.

PAYMENT OF PROCEEDS – When the proceeds become payable under this Policy, payment will include premiums paid for any period beyond the end of the Policy month in which death occurred. The death benefit will be paid to the Beneficiary unless the refund of premium is due some other person pursuant to the contract provisions. If payment of the proceeds is not made within thirty (30) days from the date proof of death was furnished We will pay interest on the proceeds. The interest paid on the proceeds or the refund of premium, will be at the rate of eight percent (8%) per year.

RESERVES – The Cash values and benefits are as described in the Policy schedule.

LOAN PROVISIONS – While the Policy is in force, You may borrow an amount up to the net cash value. The net cash value is the cash value less any debt. The cash value shall be the sole security for the loan.

We can pay You the loan in cash or You may use the proceeds as an automatic premium loan to pay premiums. You may add or withdraw the automatic premium loan option at any time prior to the end of the grace period. You must write to Us requesting the automatic premium loan prior to the end of the grace period.

The rate of interest on Policy loans is eight (8%) percent in arrears. If interest is not paid, it will be added to the loan.

Any loans, including interest, will be deducted as debt from any payment made to the Beneficiary. You may repay the loan and interest at any time unless a non-forfeiture benefit has become effective. We may defer making a cash loan for as long as six (6) months, except for a loan made to pay premiums for the Policy.

This Policy will become void thirty-one (31) days after any loan exceeds the cash value and We mail a notice of termination to Your last known address and the last known address of any assignee.

NON FORFEITURE PROVISIONS – You may choose either one of the following benefits. To elect a benefit We must receive Your written request at Our Administrative Office no later than sixty (60) days after the due date of the first unpaid premium.

- a. You may choose to surrender the Policy for its cash surrender value. The cash surrender value is the cash value less any Policy loan.
- b. You may use the cash surrender value to buy extended term insurance.
- c. You may use the cash surrender value to buy paid-up insurance.

Under the option of extended term insurance, your coverage is continued as paid up term insurance for the face amount less any indebtedness. The period of such term insurance shall be what the net cash value will purchase as a net single premium at the attained age of the Insured.

Paid-up insurance may be used as security for a Policy loan. Paid-up insurance will have a cash surrender value equal to the net single premium for such insurance, less any debt. If the date of surrender is within thirty (30) days after the Policy anniversary, the cash value will not be less than the amount of net single premium for such Policy anniversary.

The automatic option will be option (b) if no other is selected.

We may defer paying a cash surrender value for a period not more than thirty (30) days. If We defer payment, We will credit interest at the rate of four percent (4%) per year, except in Idaho where We will credit interest in accordance with Idaho Code s 28-22-104.

BASIS OF NON FORFEITURE VALUES – The reserve value, the cash value and the amount of paid-up insurance provided under this Policy are computed under age, mortality and interest assumptions set forth in the Policy schedule. On any date other than the end of a Policy year, cash values are computed allowing for the time between Policy years and the date to which premiums have been paid.

Cash values and paid up non forfeiture benefits are not less than the minimum required by state non forfeiture law.

SETTLEMENT OPTIONS – The whole or any part, but in no case less than \$2,000, of the proceeds due to the payee in settlement of the Policy at death, at maturity or upon surrender will be paid according to any agreement made with Us.

If a settlement option is chosen where payments are made to a payee, and if at the death of any payee there is no living person named to receive any remaining payments, We will pay the remaining balance in a lump sum to the payee's estate.

No payee, other than the person electing a settlement option, shall have the right to change, assign or encumber any of the payments. To the extent allowed by law, the payments will not be subject to claims by creditors nor to legal process.

**ENDOWMENT AT AGE 100
PREMIUMS PAYABLE AT AGE 95
NON-PARTICIPATING**

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BENEFICIARY – or Beneficiaries are named in the application. During the lifetime of the Insured, You may change Beneficiaries by writing to Us at Our Administrative Office. Any change will be subject to any assignment of this Policy and the approval of each irrevocably name Beneficiary. The effective date of the change will be the date the request was signed. We will not be liable for any payment made or action taken by Us before We receive Your change request. Only Beneficiaries who survive the Insured will be eligible to share in the death benefit. If no Beneficiary survives the Insured, We will pay the proceeds to the Insured's estate.

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Secretary



President

**GRADED DEATH BENEFIT
PREMIUMS PAYABLE TO AGE 95
ENDOWMENT AT 100
NON-PARTICIPATING**

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**STERLING INVESTORS LIFE INSURANCE COMPANY
PRINCIPAL OFFICE: ROME, GEORGIA**

Effective Date (Date of Issue): {09/07/2010}

Policy Number {1234567} Insured/Policyholder {John Doe}

Face Amount {5,000} Issue Age {65}

Non-Forfeiture Factor:

PREMIUMS:

	Annual	Semi Annual	Quarterly	Monthly Direct	Monthly Bank Draft
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Cash Values based on 2001 CSO Table at 5.0%

Reserves use Commissioner's Reserve Valuation Method, 2001 CSO Table at 4.0 %

**ENDOWMENT AT AGE 100
PREMIUMS PAYABLE UNTIL AGE 95
NON-PARTICIPATING**

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21	{5,000}	{2,877.46}	{3,672}	{5}	{335}
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32	{5,000}	{4,505.92}	{5,000}	{0}	{0}
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35	{5,000}	{5,000.00}	{5,000}	{0}	{0}

DEFINITIONS

Age – the age of the Insured on last birthday

Application – the form used to apply for coverage under this Policy as completed by You

Insured – the individual on whose life coverage is based and is named on the Schedule Page.

Lapse – the termination of coverage due to the nonpayment of premium

Policy Date – the effective date of coverage and the date from which Policy anniversaries and premium due dates are determined

Policy Owner – controls all rights and benefits and is also the Insured under this Policy

Reinstatement – restoring coverage after this Policy has lapsed

We, Us, Our – Sterling Investors Life Insurance Company

You, Your – the Policy Owner

GENERAL PROVISIONS

CONTRACT – The entire contract shall consist of these Policy pages, attached riders, if any, and Your attached application. No statement made by You or on behalf of any Insured will be used to void the Policy or to defend a claim, unless it is contained in the application. All statements made in the application will be taken as representations and not warranties.

No change or waiver of any of the terms and provisions of this Policy will be valid unless made in writing and signed by an Officer of Our Company. No producer or other person has the authority to change or waive any provision of this policy.

WHEN COVERAGE IS EFFECTIVE – Coverage is effective when the first premium is received by the Company and the Policy has been delivered during the lifetime of the Insured.

GRACE PERIOD – If any premium is not paid by the date it is due, you will have 31 days (without interest) to make the payment before the policy lapses. If any insured dies during the grace period, we will deduct the monthly mode of premium from the death benefit. The initial premium must be paid before the policy becomes effective.

PREMIUMS – All premiums are payable in advance. The first premium is due as of the issue date of this policy. Premiums can be paid at Our Administrative Office. A premium not paid when due, is in default at the end of the grace period. This Policy will expire unless coverage is automatically continued by the non-forfeiture provisions. Any premiums paid for any Insured beyond the Policy month of the date of death will be returned as part of the death benefit.

INCONTESTABILITY – We cannot contest any claim for death occurring two years after the effective date of this policy; unless premiums Were not paid. If the incontestability period is different for any riders, it will be stated on the rider.

If this Policy is reinstated (explained in the reinstatement section), any claim may be contested for the same period following reinstatement based on the answers given in the reinstatement application. The same conditions and exceptions with respect to contestability will apply after reinstatement as applied after original issuance.

AGE OR SEX – If the applicant's age or sex is listed wrong on the application We will change the benefit to what it would have been for the corrected age or sex. In the event that the age is misstated and We would not have originally issued this policy, Our liability will be limited to the return of all premiums that were paid.

REINSTATEMENT – The Policy may be reinstated for any person Insured, within 5 years from the date of default. We will require that the Policy was not surrendered for cash. We will need proof of insurability, acceptable to Us, to be furnished by the Insured. All past due premiums are to be paid with interest at the rate of four (4%) percent per year. Any debt that was owed on the date of premium default, plus interest from that date at the rate for Policy loans is paid or reinstated.

OWNER – The owner is named in the application. You may use all rights and privileges granted in this Policy without the consent of any but an irrevocable Beneficiary. You may transfer ownership of this Policy to a new owner. Any change must be requested by You in writing. The change will be effective the date of the request and is subject to any payment made or action taken by Us before We endorse the policy.

SUICIDE – If the Insured commits suicide during the first two years following the effective date of the policy, Our liability shall be limited to the return of all the premiums that were paid. For policies issued to residents of the state of Colorado, Missouri or North Dakota, the above shall read "one year" rather than "two years".

ASSIGNMENT – You have the sole right to assign this policy. We are not obligated to assure the effect, adequacy, validity or correctness of any assignment to this policy. We are not charged with notice of an assignment unless We acknowledge in writing Our receipt of such assignment.

PAYMENT OF PROCEEDS – Upon the death of the Insured, the proceeds payable to the Beneficiary under this Policy, shall include premiums paid for any period beyond the end of the Policy month in which the death occurred, unless the refund of premiums is due some other person pursuant to contract provisions. If payment of the proceeds exceeds thirty (30) days from the date proof of death was furnished, We shall pay interest upon the proceeds, or refunds of premium, at the rate of eight percent (8%) per year.

RESERVES – The Cash values and benefits are as described in the Policy schedule.

LOAN PROVISIONS – While the Policy is in force, You may borrow an amount up to the net cash value. The net cash value is the cash value less any debt. The cash value shall be the sole security for the loan.

We can pay You the loan in cash or You may use the proceeds as an automatic premium loan to pay premiums. You may add or withdraw the automatic premium loan option at any time prior to the end of the grace period. You must write to Us requesting the automatic premium loan prior to the end of the grace period.

The rate of interest on Policy loans is eight (8%) percent in arrears. If interest is not paid, it will be added to the loan.

Any loans, including interest, will be deducted as debt from any payment made to the Beneficiary. You may repay the loan and interest at any time unless a non-forfeiture benefit has become effective. We may defer making a cash loan for as long as six (6) months, except for a loan made to pay premiums for the Policy.

This Policy will become void thirty-one (31) days after any loan exceeds the cash value and We mail a notice of termination to Your last known address and the last known address of any assignee.

NON FORFEITURE PROVISIONS – You may choose either one of the following benefits. To elect a benefit We must receive Your written request at Our Administrative Office no later than sixty (60) days after the due date of the first unpaid premium.

- a. You may choose to surrender the Policy for its cash surrender value. The cash surrender value is the cash value less any Policy loan.
- b. You may use the cash surrender value to buy extended term insurance.
- c. You may use the cash surrender value to buy paid-up insurance.

Under the option of extended term insurance, your coverage is continued as paid up term insurance for the face amount less any indebtedness. The period of such term insurance shall be what the net cash value will purchase as a net single premium at the attained age of the Insured.

Paid-up insurance may be used as security for a policy loan. Paid-up insurance will have a cash surrender value equal to the reserve for such insurance, less any debt. If the date of surrender is within thirty (30) days after the policy anniversary, the cash value will not be less than the amount of net single premium for such policy anniversary.

The automatic option will be option (b) if no other is selected.

We may defer paying a cash surrender value for a period not more than thirty (30) days. If We defer payment, We will credit interest at the rate of four percent (4%) per year, except in Idaho where We will credit interest in accordance with Idaho Code s 28-22-104.

BASIS OF NON FORFEITURE VALUES – The reserve value, the cash value and the amount of paid-up insurance provided under this Policy are computed under age, mortality and interest assumptions set forth in the Policy schedule. On any date other than the end of a Policy year, cash values are computed allowing for the time between Policy years and the date to which premiums have been paid.

Cash values and paid up non forfeiture benefits are not less than the minimum required by state non forfeiture law.

SETTLEMENT OPTIONS – The whole or any part, but in no case less than \$2,000, of the proceeds due to the payee in settlement of the Policy at death, at maturity or upon surrender will be paid according to any agreement made with Us.

If a settlement option is chosen where payments are made to a payee, and if at the death of any payee there is no living person named to receive any remaining payments, We will pay the remaining balance in a lump sum to the payee's estate.

No payee, other than the person electing a settlement option, shall have the right to change, assign or encumber any of the payments. To the extent allowed by law, the payments will not be subject to claims by creditors nor to legal process.

**GRADED DEATH BENEFIT
PREMIUMS PAYABLE TO AGE 95
ENDOWMENT AT 100
NON-PARTICIPATING**

A Georgia Company

{210 East Second Avenue, Suite 105}
{Rome, GA 30161}
{Toll Free: 877-604-5240}

{7930 Century Boulevard}
{Chanhassen, MN 55317-8001}
{Toll Free: 800-XXX-XXXX}

This Policy is a legal contract between the Owner named in the application (and referred to in this Policy as “You” and “Your”) and the Company named above (and referred to in this Policy as “We”, “Us” and “Our”).

We will pay the death benefit set forth in the Policy Schedule, less any debt, to the Beneficiary upon receipt in our Administrative Office of due proof that the death of the Insured occurred while this Policy was in force.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE POLICY – PLEASE READ YOUR POLICY CAREFULLY - If for any reason You are not satisfied with this policy, You may, at any time within thirty (30) days after receiving it, return it to Us at Our Administrative Office. If this Policy is so returned, we will void it from its effective date and refund any premium paid.

BENEFICIARY – or Beneficiaries are named in the application. During the lifetime of the Insured, You may change Beneficiaries by writing to us at Our Administrative Office. Any change will be subject to any assignment of this policy and the approval of each irrevocably named Beneficiary. The effective date of the change will be the date the request was signed. We will not be liable for any payment made or action taken by us before we receive your change request. Only Beneficiaries who survive the Insured will be eligible to share in the death benefit. If no Beneficiary survives, we will pay the proceeds to the Insured's estate.

We are issuing this Policy in consideration of the application and payment of the first premium. This Insurance may be kept in force by paying the premiums as they come due.

Elwood Whitacre

Secretary

Walter H. Wescott

President

**GRADED DEATH BENEFIT
PREMIUMS PAYABLE TO AGE 95
ENDOWMENT AT 100
NON-PARTICIPATING**

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POLICY SCHEDULE
TABLE OF DEATH BENEFITS AND POLICY VALUES

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance Years	Days
1	105% of Prem Paid	{0.00}	{0}	{0}	{0}
2	110% of Prem Paid	{181.94}	{362}	{1}	{0}
3	{5,000}	{328.47}	{634}	{2}	{365}
4	{5,000}	{477.39}	{895}	{3}	{348}
5	{5,000}	{628.67}	{1,146}	{4}	{262}
6	{5,000}	{781.81}	{1,385}	{5}	{122}
7	{5,000}	{935.49}	{1,612}	{5}	{302}
8	{5,000}	{1,088.77}	{1,827}	{6}	{72}
9	{5,000}	{1,242.06}	{2,031}	{6}	{172}
10	{5,000}	{1,395.47}	{2,224}	{6}	{240}
11	{5,000}	{1,548.91}	{2,409}	{6}	{285}
12	{5,000}	{1,701.94}	{2,584}	{6}	{311}
13	{5,000}	{1,853.51}	{2,750}	{6}	{322}
14	{5,000}	{2,002.52}	{2,906}	{6}	{318}
15	{5,000}	{2,148.41}	{3,052}	{6}	{302}
16	{5,000}	{2,290.63}	{3,189}	{6}	{276}
17	{5,000}	{2,429.18}	{3,317}	{6}	{242}
18	{5,000}	{2,564.82}	{3,439}	{6}	{203}
19	{5,000}	{2,697.66}	{3,555}	{6}	{159}
20	{5,000}	{2,827.40}	{3,665}	{6}	{115}

STERLING INVESTORS LIFE INSURANCE COMPANY
PRINCIPAL OFFICE: ROME, GEORGIA

Effective Date (Date of Issue): {09/02/2010}

Policy Number {12345678} Insured/Policyowner {John Doe}

Face Amount {5,000} Issue Age {65}

Non-Forfeiture Factor:

PREMIUMS:

	Annual	Semi Annual	Quarterly	Monthly Direct	Monthly Bank Draft
Life	{465.00}	{232.50}	{116.25}	{38.75}	{38.75}
Policy Fee	{24.00}	{12.00}	{6.00}	{2.00}	{2.00}
TOTAL	{489.00}	{244.50}	{122.25}	{40.75}	{40.75}

Cash Values based on 2001 CSO Table at 5.0%

Reserves use Commissioner's Reserve Valuation Method, 2001 CSO Table at 4.0 %

GRADED DEATH BENEFIT
PREMIUMS PAYABLE UNTIL AGE 95
ENDOWMENT AT AGE 100

NON-PARTICIPATING

End of Year	Death Benefit	Cash Value	Paid Up Insurance	Extended Term Insurance	
				Years	Days
21	{5,000}	{2,953.74}	{3,769}	{6}	{71}
22	{5,000}	{3,076.81}	{3,869}	{6}	{30}
23	{5,000}	{3,197.43}	{3,967}	{5}	{360}
24	{5,000}	{3,317.24}	{4,064}	{5}	{340}
25	{5,000}	{3,438.97}	{4,164}	{5}	{332}
26	{5,000}	{3,568.07}	{4,273}	{5}	{346}
27	{5,000}	{3,712.35}	{4,397}	{6}	{40}
28	{5,000}	{3,881.77}	{4,548}	{6}	{190}
29	{5,000}	{4,091.95}	{4,740}	{6}	{0}
30	{5,000}	{4,368.39}	{5,000}	{0}	{0}
31	{5,000}	{4,429.20}	{5,000}	{0}	{0}
32	{5,000}	{4,505.92}	{5,000}	{0}	{0}
33	{5,000}	{4,609.97}	{5,000}	{0}	{0}
34	{5,000}	{4,761.90}	{5,000}	{0}	{0}
35	{5,000}	{5,000}	{5,000}	{0}	{0}

DEFINITIONS

Age – the age of the Insured on last birthday

Application – the form used to apply for coverage under this Policy as completed by You

Insured – the individual on whose life coverage is based and is named on the Schedule Page.

Lapse – the termination of coverage due to the nonpayment of premium

Policy Date – the effective date of coverage and the date from which Policy anniversaries and premium due dates are determined

Policy Owner – controls all rights and benefits and is also the Insured under this Policy

Reinstatement – restoring coverage after this Policy has lapsed

We, Us, Our – Sterling Investors Life Insurance Company

You, Your – the Policy Owner

GENERAL PROVISIONS

CONTRACT – The entire contract consists of these policy pages, attached riders, if any, and your attached application. No statement made by you or on behalf of any Insured will be used to void this Policy or to defend a claim, unless it is contained in the application. All statements made in the application will be taken as representations and not warranties.

No change or waiver of any of the terms and provisions of this policy will be valid unless made in writing and signed by an Officer of Our Company. No producer or other person has the authority to change or waive any provision of this policy.

WHEN COVERAGE IS EFFECTIVE – Coverage is effective upon receipt of the first premium by the Company and delivery of the policy during the lifetime of the Insured.

GRACE PERIOD – You are allowed a grace period of thirty-one (31) days, without interest, for the payment of any premium, after the first. This policy will continue in force during this grace period. If any Insured dies during the grace period, we will deduct the unpaid premium from the death benefit. If the premium is not paid by the end of the grace period, this policy coverage will lapse. We will send a notice to you fifteen (15) days before the lapse of this policy. This notice will include the amount of premium due to continue this policy in force.

PREMIUMS – All premiums are payable in advance. The first premium is due as of the issue date of this policy. Premiums can be paid at Our Administrative Office. A premium not paid when due, is in default at the end of the grace period. Unless coverage is automatically continued by the non-forfeiture provisions the policy will expire. Any premiums paid for any insured beyond the policy month of the date of death will be returned as part of the death benefit.

INCONTESTABILITY – We cannot contest any claim for death occurring two years after the effective date of this policy; unless premiums were not paid. If the incontestability period is different for any riders, it will be stated on the rider.

If this policy is reinstated (explained in the reinstatement section) any claim may be contested for the same period following reinstatement based on the answers given in the reinstatement application. The same conditions and exceptions with respect to contestability will apply after reinstatement as applied after original issuance.

AGE OR SEX – If the applicant's age or sex is listed wrong on the application we will change the benefit to what it would have been for the corrected age or sex. In the event that the age is misstated and we would not have originally issued this policy, our liability will be limited to the return of all premiums that were paid.

REINSTATEMENT – The policy may be reinstated for any person insured, within 5 years from the date of default. We will require that the Policy was not surrendered for cash. We will need proof of insurability (acceptable to us) to be furnished by the Insured. All past due premiums must be paid with interest at the rate of four (4%) percent per year. Any debt that was owed on the date of premium default (plus interest from that date at the rate for policy loans) is paid or reinstated.

OWNER – The owner is named in the application. You may use all rights and privileges granted in this policy without the consent of any but an irrevocable Beneficiary. You may transfer ownership of this policy to a new owner. Any change must be requested by you in writing. The change will be effective the date of the request and is subject to any payment made or action taken by us before we endorse the policy.

SUICIDE – If the Insured commits suicide during the first two years following the effective date of the policy, our liability will be limited to the return of all the premiums that were paid. For policies issued to residents of the state of Colorado, Missouri or North Dakota, the above shall read “one year” rather than “two years”.

ASSIGNMENT – You have the sole right to assign this Policy. We are not obligated to assure the effect, adequacy, validity or correctness of any assignment to this policy. We are not charged with notice of an assignment unless we acknowledge in writing our receipt of such assignment.

RESERVES – The Cash values and benefits are as described in the policy schedule.

LOAN PROVISIONS – While the policy is in force, you may borrow an amount up to the net cash value. The net cash value is the cash value less any debt. The cash value will be the sole security for the loan.

We can pay you the loan in cash or you may use the proceeds as an automatic premium loan to pay premiums. You may add or withdraw the automatic premium loan option at any time prior to the end of the grace period. You must write to us requesting the automatic premium loan prior to the end of the grace period.

The rate of interest on policy loans is eight (8%) percent in arrears. If interest is not paid, it will be added to the loan.

Any loans, including interest, will be deducted as debt from any payment made to the Beneficiary. You may repay the loan and interest at any time unless a non-forfeiture benefit has become effective. We may defer making a cash loan for as long as six (6) months, except for a loan made to pay premiums for the Policy.

This policy will become void thirty-one (31) days after any loan exceeds the cash value and we mail a notice of termination to your last known address and the last known address of any assignee,.

NON FORFEITURE PROVISIONS – You may choose either one of the following benefits. To elect a benefit We must receive Your written request at Our Administrative Office no later than sixty (60) days after the due date of the first unpaid premium.

- a. You may choose to surrender the Policy for its cash surrender value. The cash surrender value is the cash value less any Policy loan.
- b. You may use the cash surrender value to buy extended term insurance.
- c. You may use the cash surrender value to buy paid-up insurance.

Under the option of extended term insurance, your coverage is continued as paid up term insurance for the face amount less any indebtedness. The period of such term insurance shall be what the net cash value will purchase as a net single premium at the attained age of the Insured.

Paid-up insurance may be used as security for a policy loan. Paid-up insurance will have a cash surrender value equal to the reserve for such insurance, less any debt. If the date of surrender is within thirty (30) days after the policy anniversary, the cash value will not be less than the amount of net single premium for such policy anniversary.

The automatic option will be option (b) if no other is selected.

We may defer paying a cash surrender value for a period of not more than thirty (30) days. If we defer payment, we will credit interest at the rate of four percent (4%) per year, except in Idaho where we will credit interest in accordance with Idaho Code s 28-22-104.

BASIS OF NON FORFEITURE VALUES – The reserve value, the cash value and the amount of paid-up insurance provided under this policy are computed under age, mortality and interest assumptions set forth in the policy schedule. On any date other than the end of a policy year, cash values are computed allowing for the time between policy years and the date to which premiums have been paid.

Cash values and paid up non forfeiture benefits are not less than the minimum required by state non forfeiture law.

SETTLEMENT OPTIONS – The whole or any part, but in no case less than \$2,000, of the proceeds due to the payee in settlement of the policy at death, at maturity or upon surrender may be paid according to any manner agreed upon with us.

If a settlement option is chosen where payments are made to a payee, and if at the death of any payee there is no living person named to receive any remaining payments, we will pay the remaining balance in a lump sum to the payee's estate.

No person, other than the person electing a settlement option, shall have the right to change, assign or encumber any of the payments. To the extent allowed by law, the payments will not be subject to claims by creditors nor to legal process.

PAYMENT OF PROCEEDS – We will pay the proceeds to the Beneficiary when we receive due proof of the death of the insured. The proceeds payable to the Beneficiary under this policy will include premiums paid for any period beyond the end of the policy month in which the death occurred, unless the refund of premium is due some other person pursuant to contract provisions. If payment of the proceeds exceeds thirty (30) days from the date proof of death was furnished, we will pay interest upon the proceeds or refund of premium, at the rate of eight percent (8%) per year. Payment will be made to the Beneficiary listed on the application unless we have been notified of a change of Beneficiary. The death benefit will be paid in one lump sum unless a settlement option is chosen.

**GRADED DEATH BENEFIT
PREMIUMS PAYABLE TO AGE 95
ENDOWMENT AT 100
NON-PARTICIPATING**